

GENERAL CONDITIONS

1. LEGAL STATUS

The Consultant shall perform the work under this contract as an independent contractor in a personal capacity, and not as a representative of any entity or authority. The execution of the work under this contract does not create an employer/employee relationship between WHO and the Consultant. The Consultant is neither a "staff member" under the WHO Staff Regulations and policies and procedures, nor an "official" for the purpose of the 1947 Convention on the privileges and immunities of the Specialized Agencies. Depending on the situation, Consultants may be accorded the status of "expert" performing missions for WHO within the meaning of Annex VII of the aforesaid Convention. If the Consultant is required to travel at the request of WHO, he/she may be given a United Nations certification.

2. CODE OF CONDUCT

The Consultant agrees to respect the impartiality and independence of the WHO and shall neither seek nor accept instructions regarding the work to be performed under this contract from any Government or from any authority external to WHO. During their period of this contract, the Consultant shall refrain from any conduct that may adversely reflect on WHO and shall not engage in any activity that is incompatible with the aims and objectives of the Organization.

3. CONFIDENTIALITY

The Consultant shall exercise the utmost discretion in all matters relating to the performance of work under this contract. The Consultant shall treat all information (in whatever format) to which he/she may gain access in connection with or as a result of the work to be performed under the contract, as confidential and proprietary, and agrees to take all reasonable measures to ensure that such information:

- is not used for any purpose other than the performance of the work; and
- is disclosed and provided only to persons who have a need to know for the purpose of performing the work and are bound by like obligations of confidentiality and non-use as contained in this contract.

The Consultant shall not be bound by any obligation of confidentiality or non-use, to the extent he/she is clearly able to demonstrate that the information is or becomes part of the public domain through no fault to the Consultant.

The Consultant agrees to return any and all copies of the aforesaid information to WHO upon completion of the work.

In addition, the Consultant undertakes to abide by similar obligations of confidentiality and non-use as provided above with regard to the work performed under this contract.

The above-mentioned obligations of confidentiality and restrictions on use shall survive the expiry or earlier termination of this contract.

4. TITLE RIGHTS

All rights in the work, including ownership of the original work and copyright thereof, shall be vested in WHO, which reserves the right (a) to revise the work, (b) to use the work in a different way from that originally envisaged, or (c) not to publish or use the work.

5. TRAVEL

If Consultants are required by WHO to travel beyond commuting distance from their usual place of residence, any reimbursement of such travel shall be governed by conditions equivalent to the relevant travel policies of WHO. It is the Consultant's responsibility to ensure that he/she holds the required visas and/or work permit(s) to perform work in the place(s) of assignment.

The contract shall not become effective, and the Consultant shall not commence work on the contract, until the Consultant has obtained all necessary visa(s) and/or work permit(s) (if any). In the event that, during the term of the contract, the Consultant is required to undertake travel (and no travel was foreseen at the time of signature of the contract), WHO shall be entitled to adjust or terminate the contract if the Consultant does not obtain the necessary visa(s).

6. MEDICAL CLEARANCE

In accordance with WHO's instructions, Consultants shall be required to provide a duly completed and signed Medical Certificate of Fitness for Work. If no duly completed and signed Medical Certificate of Fitness for Work is obtained by WHO by the start date of the contract, the contract shall not become effective, and the Consultant shall not commence work on the contract.

7. DECLARATION OF INTERESTS.

If WHO considers that it needs to rely on the Consultant's independence and objectivity in the performance of his/her work under this contract, WHO shall require the Consultant to complete a WHO Declaration of Interest ("DoI") and disclose any circumstances that could give rise to a potential conflict of interest in relation to the work. In such event, the DoI Form must be completed by the Consultant and evaluated by WHO, before the contract can become effective. Thus, the Consultant undertakes not to commence work on the contract, until WHO has confirmed to the Consultant in writing that the information disclosed by the Consultant does not require modification or cancellation of the contract.

8. CONCURRENT CONTRACTS

By signing this contract, the Consultant certifies that he/she does not presently, and will not during the term of this contract:

CONSULTANT CONTRACT
CONTRAT DE CONSULTANT

entitled to terminate this contract in writing with immediate effect.

12. TAXATION

WHO shall have no responsibility whatsoever for any taxes, duties or other contributions payable by the consultant. Payment of any taxes, duties and other contributions which the Consultant may be required to pay shall be the sole responsibility of the Consultant who shall not be entitled to any reimbursement thereof by WHO.

13. REMUNERATION AND REIMBURSEMENT OF EXPENSES

If this contract provides for the payment of an all-inclusive sum, that sum is payable in the manner provided, subject to satisfactory performance and delivery of the work (including receipt of any required technical reports). If this contract provides for the payment of a maximum amount, the funds shall be used exclusively for the work specified in this contract and any unspent balance of advance payments shall be refunded to WHO. Payment shall be made in the manner provided subject to satisfactory performance and delivery of the work (including receipt of any required technical reports) and where applicable, subject to receipt of the required financial statements outlining and justifying the number of days or weeks worked and/or justifying any agreed expenses (including through the submission of written vouchers).

14. MISCELLANEOUS

Contract

The Annexes attached hereto form an integral part of this contract. The relationship between the parties is subject only to the terms and conditions of this contract and its annexes. Any contractual terms and conditions of the Consultant, whether included in his/her offer, invoices and/or any other document, are hereby excluded.

Information provided by the Consultant

The Consultant certifies that any and all information provided to WHO prior to the issuance and execution of the contract (including but not limited to information concerning family relationships with serving WHO staff members, previous employment or assignments with WHO, and/or his or her higher educational qualifications) is true and complete to the best of the Consultant's knowledge.

The Consultant understands that a false statement may result in the cancellation of any or all contracts, and/or the withdrawal of any offer of a contract, with WHO.

Use of WHO Name

The Consultant shall not advertise, or seek promotion of, the fact that he/she is a consultant to the World Health Organization. Also, the Consultant shall in no other manner whatsoever use the name, emblem, or official seal of the World Health Organization in connection with his/her business or otherwise.

Privileges and Immunities of WHO

Nothing contained in this contract shall be construed as a waiver of any of the privileges and immunities enjoyed by WHO under national or international law, and/or as submitting WHO to any national court jurisdiction.

15. SETTLEMENT OF DISPUTES

Any matter relating to the interpretation or application of this agreement which is not covered by its terms shall be resolved by reference to Swiss law. Any dispute relating to the interpretation or application of this agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the Rules of Arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.